



REQUEST FOR QUALIFICATIONS

The enclosed REQUEST FOR QUALIFICATIONS (RFQ) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

RFQ # 1819-02-LONG RANGE TRANSPORTATION PLANNING SERVICES

TRAVEL DEMAND MODEL REVIEW, THOROUGHFARE PLAN UPDATE, AND METROPOLITAN TRANSPORTATION PLAN PROJECT PRIORITIZATION

CLOSING DAY AND TIME: Sealed Responses will be received no later than:

2:00 P.M. CST September 13, 2018

MARK ENVELOPE:

"RFQ # 1819-02 TRAVEL DEMAND MODEL REVIEW, THOROUGHFARE PLAN UPDATE, AND METROPOLITAN TRANSPORTATION PLAN PROJECT PRIORITIZATION"

RETURN RESPONSE TO:

**CITY OF LONGVIEW PURCHASING OFFICE
P.O. BOX 1952
LONGVIEW, TEXAS 75606**

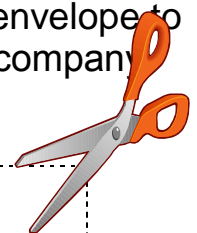
OR:

**300 W. COTTON ST.
LONGVIEW, TEXAS 75601**

QUESTIONS regarding this solicitation should be directed to Jaye Latch at (903) 237-1324/ purchasing@longviewtexas.gov on or before 5:00 P.M. CST, August 28, 2018. Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website: longviewtexas.gov/bids.

REQUEST FOR QUALIFICATIONS

Cut along the outer border and affix this label to your sealed response envelope to identify it as a "Sealed Response". Be sure to include the name of the company submitting the response.



SEALED RFQ ● DO NOT OPEN

**TRAVEL DEMAND MODEL REVIEW, THOROUGHFARE PLAN
UPDATE, AND METROPOLITAN TRANSPORTATION PLAN
PROJECT PRIORITIZATION**

RFQ No. 1819-02

RFQ OPENING: Thursday, September 13, 2018 @ 2:00 p.m. CST

For information contact:

Jaye Latch

(903) 237-1324

purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Responses must be addressed to:

**Jaye Latch
Purchasing Manager
P.O. Box 1952
Longview, TX 75606**

or

**Jaye Latch
Purchasing Manager
300 W. Cotton St.
Longview, TX 75601**

REQUEST FOR QUALIFICATIONS

RFQ Cover Page

Issue Date: August 16, 2018

Title: RFQ # 1819-02 Travel Demand Model Review, Thoroughfare Plan Update, Metropolitan Transportation Plan Project Prioritization

Issuing and Using Agency: City of Longview
Attn: Purchasing Manager
P.O. Box 1952
Longview, Texas 75606

Overview:

The City of Longview is requesting sealed Statement of Qualifications from qualified firms for the Longview MPO's Travel Demand Model review, Thoroughfare Plan update, and development of a Metropolitan Transportation Plan (MTP) 2045 project prioritization. The Travel Demand Model (TDM) has a 2013 base year and a 2045 forecast year. The MTP is updated every five years and serves as the Longview Area's strategy to respond to the transportation needs of the community for the next twenty-five years. Major streets and highway projects in the 2045 MTP will be based on the MPO's TDM. As part of the Longview MPO's MTP update, the Thoroughfare Plan is updated and serves as a long-range plan that identifies the location and type of roadway facilities that are needed to meet the projected long-term growth in the region.

Responses for furnishing the services described herein will be received until **2:00 pm (CST) on Thursday, September 13, 2018.**

Responses may be mailed or hand delivered to:

City of Longview Purchasing Division
300 W. Cotton Street (U.S. Mail = P.O. Box 1952, 75606)
Longview, Texas 75601

Responses received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

All inquiries for information shall be in writing and be directed to: City of Longview Purchasing Manager at the address listed above, or by phone at (903) 237-1324 or email at purchasing@longviewtexas.gov.

Offer Statement and Business Information

In compliance with this Request for Qualifications, and to all conditions imposed therein, and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services described herein as mutually-agreed upon in writing signed by both parties pursuant to subsequent negotiation. I hereby certify that the foregoing response has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this response.

Name of Firm: _____ Date: _____

Street: _____ By: _____
(Authorized Signature in Ink)

City: _____ State: _____ Name: _____
(Please Print)

Telephone: (____) _____ Title: _____

Fax Number: (____) _____ Email Address: _____

Addenda Acknowledged:

Addendum Numbers: _____ Initial: _____

DEFINITIONS OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter of the words and terms.

Acceptance or Accepted: Written, signed documentation of City of Longview's determination that the Firm's Work expressly specified therein has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications, or corrections to the solicitation documents issued by City of Longview during the solicitation period and prior to contract award.

Administrative Change: Documentation provided by City of Longview to Firm, which reflects internal City of Longview procedures not affecting the Contract terms or Scope of Work.

Contractor/Firm: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City of Longview for the performance of Services or Work under the Contract. This term shall signify the vendor selected and under contract with City of Longview to provide transportation planning services.

Day: Calendar Day.

DBE: Disadvantage Business Enterprise.

DOT: The U.S. Department of Transportation.

Federal Transit Administration (FTA): A branch of the U.S. Department of Transportation (DOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to local and regional transportation agencies, among various other programs.

Federal Highway Administration (FHWA): A branch of the U.S. Department of Transportation (DOT) established to improve surface transportation throughout the nation. The FHWA provides funding and assistance to local and regional transportation agencies, among various other programs.

MPO: The Longview Metropolitan Planning Organization is responsible for comprehensive, coordinated and continuing transportation planning for the greater Longview area.

Person: Includes individuals, associations, firms, companies, limited liability companies, corporations, partnerships, and joint ventures.

Purchasing Manager: The individual designated by City of Longview from time to time to administer the Contract and be the Contractor's primary point of contact. The Procurement Administrator will approve orders, receipts, and invoices and document the Contractor's performance, but has no contracting authority. This Person may be the Project Manager.

Project Manager: The individual designated by City of Longview to manage the project on a daily basis, and who may represent City of Longview for Contract Administration. This Contract may be part of a larger City of Longview project.

Respondent: Individual, association, partnership, firm, company, corporation, Limited Liability Company or a combination thereof, including joint ventures, submitting a response to perform the work.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Respondents for information and reference in preparing responses, but not as part of this Contract.

RFQ or Solicitation: Request for Qualifications; also known as the solicitation document.

Responsive: Responsive means that the Respondent has complied in every way with all requirements of the RFQ. A Responsive

determination does not allow for discussion with Respondent. When the response is received, it is either responsive or non-responsive based upon its own merits.

Scope of Work or Statement of Work (SOW): A section of the Request for Qualifications consisting of written descriptions of services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time, or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Specifications or Technical Specifications: A Section of the Request for Qualifications consisting of written descriptions of services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract.

Submittals: Information that is submitted to the Procurement Administrator in accordance with the Scope of Work/Specifications.

Texas Department of Transportation (TxDOT): An agency of the State of Texas responsible for transportation throughout the state. The TxDOT Public Transportation Division provides funding and technical assistance to local transit agencies in the state.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 – INSTRUCTIONS TO RESPONDENTS

1-1 Introduction

The Longview Metropolitan Planning Organization (MPO), acting through the City of Longview Development Services Department and coordinating with the Texas Department of Transportation (TxDOT), is responsible for coordinated, comprehensive and continuing transportation planning in the Longview MPO area as required by the federal legislation, Fixing America's Surface Transportation (FAST) Act. The City of Longview is the fiscal agent for the Longview MPO.

1-2 Purpose

The City of Longview is requesting sealed Statement of Qualifications from qualified firms for the Longview MPO's Travel Demand Model review, development of a Thoroughfare Plan update, and development of a Metropolitan Transportation Plan (MTP) 2045 project prioritization.

The Longview Metropolitan Planning Organization (MPO) planning area is located in Gregg, Harrison and Upshur counties and includes the cities of Longview, Lakeport, White Oak, Clarksville City, Warren City, Gladewater, Union Grove, Lakeport and East Mountain. In 2010, the Longview Urbanized Area had a population of 98,884. The Longview Metropolitan Planning Organization (MPO) metropolitan planning area's 2014 population was approximately 119,270. The planning area has a total of 260 square miles. For reference purposes, a map of the Longview MPO planning boundary can be found at the end of this document in Figure 1.

1-3 Response Submission

The City of Longview invites you to submit a response for the Longview MPO's Travel Demand Model review, development of a Thoroughfare Plan update, and development of a Metropolitan Transportation Plan project prioritization. The City of Longview appreciates your time and effort in preparing this response.

In a single, sealed package, the Firm will submit one (1) unbound original response (mark "Original" on this document), along with ten (10) bound hard copies of the response, marked as "RFQ 1819-02 Travel Demand Model Review, Thoroughfare Plan Update, Metropolitan Transportation Plan Project Prioritization", and one (1) electronic flash drive of the response, in Adobe PDF file format. Oversize pages used for drawings or similar purposes are allowed. Each copy will be bound together in the order designated on Attachment A-Vendor Checklist. All hard copy responses must be signed in ink by the principal(s) of the firm authorized to negotiate and contract for the work. The package containing all originals and copies of all documentation must be clearly marked with the words "RFQ 1819-02 Travel Demand Model Review, Thoroughfare Plan Update, Metropolitan Transportation Plan Project Prioritization". A label has been provided in this document. Responses must be submitted in the format specified.

ALL COMPLETED CERTIFICATIONS AND ASSURANCES MUST BE CONTAINED IN THE RESPONSE PACKAGE.

If no response is to be submitted, do not return the solicitation unless otherwise specified. A letter should be sent to the City of Longview Purchasing Manager advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify City of Longview that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by solicitations.

1-4 Postponement or Cancellation of Request for Qualifications

The City of Longview reserves the right to cancel, amend, reject any or all submittals or re-issue this RFQ at any time, or change the date and time for submitting responses, by announcing the same prior to the date and time established for response submittal.

1-5 Submission Signature

Each response shall include the RFQ Cover Page signed in ink by a person authorized to bind the Firm to the terms of the Contract. Submissions signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to City of Longview.

1-6 Addenda

Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Manager. Addenda can be found on the City of Longview website www.longviewtexas.gov/bids. It is the responsibility of the responder to obtain a copy of all addenda pertaining to this RFQ. Addenda may also be obtained by calling the City of Longview Purchasing Office at 903-237-1324.

Receipt and review of Addenda by each Firm must be acknowledged on the Cover Page. All addenda must be signed and returned with each Firm's submittal.

1-7 Schedule

The projected schedule for this project is:

Issue Request for Qualifications	August 16, 2018
Last day to submit written questions or clarification, no later than 5:00 P.M. (CST)	August 28, 2018
Last day for City of Longview to respond to written questions or clarification, no later than 5:00 P.M. (CST)	September 5, 2018
Response submittal deadline, no later than 2:00 P.M.	September 13, 2018
Respondents will be notified if selected for interviews, no later than 5:00 P.M. (CST)	October 18, 2018
Optional interviews scheduled	October 22 – 24, 2018
Anticipated start-up date	November 2018

1-8 Contact Information

All inquiries for information shall be in writing and be directed to: City of Longview Purchasing Manager, P.O. Box 1952, Longview, Texas, 75606 or email at purchasing@longviewtexas.gov. Written communication may also be forwarded via facsimile to (903) 291-5323.

1-9 Inquiries

Questions may be submitted on or before the published deadline. The deadline to submit questions is 5:00 p.m. (CST) August 28, 2018. The respondent is required to show on all correspondence with City of Longview the following: "RFQ 1819-02 Travel Demand Model Review, Thoroughfare Plan Update, Metropolitan Transportation Plan Project Prioritization". Any communication with City of Longview should be written and directed to: Purchasing Manager, City of Longview, P.O. Box 1952, Longview, Texas 75606, or 300 W. Cotton Street, Longview, Texas 75601. Written communication may also be forwarded via facsimile to (903) 291-5323 or email to purchasing@longviewtexas.gov. Correspondence will not be accepted by any other method.

1-10 Interpretation of RFQ and Contract Documents

No oral interpretations as to the meaning of the RFQ will be made to any respondent. Any explanation desired by a respondent regarding the meaning or interpretation of the RFQ, Scope of Work, etc., must be requested in writing on or before the published date. Any interpretation or change made will be in the form of an addendum to the RFQ, Scope of Work, etc., as appropriate, and will be furnished as promptly as possible to all recorded holders of the RFQ document and also posted on the City of Longview website, which can be accessed at www.longviewtexas.gov/bids. Addenda may also be obtained by calling the City of Longview Purchasing office at 903-237-1324. All Addenda will become part of the RFQ and any subsequently awarded Contract. Oral explanations, statements, or instructions given by City of Longview before the award of the Contract will not be binding upon City of Longview. It is the respondent's responsibility to obtain a copy of all addenda issued.

1-11 Examination of RFQ and Contract Documents

Respondents are expected to examine the Scope of Work required, specifications, and schedules, and all instructions to provide services of first quality. Failure to do so will be at the Respondent's risk. The response must be high quality in all respects. No advantage will be taken by the Respondent or vendor in the omission of any part or detail, which goes to make the services complete.

The submission of a response shall constitute an acknowledgment upon which City of Longview may rely that the Respondent has thoroughly examined and is familiar with the solicitation, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Respondent to receive or examine such documents, statutes, regulations, ordinances, or resolutions shall in no way relieve the Respondent from any obligations with respect to its Response or to any Contract awarded pursuant to this RFQ. No claim for additional compensation that is based on lack of knowledge or misunderstanding of this RFQ, work sites, statutes, regulations, ordinances, or resolutions, will be allowed.

1-12 Cost of Submitting Response

City of Longview is not liable for any costs incurred by Respondents in the preparation, presentation, interviews or negotiation of Responses submitted in response to this solicitation. City of Longview shall be under no obligation to return any response to this RFQ or other material submitted as a result of this RFQ.

1-13 Samples

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Respondent's name, manufacturer's brand name and number, response number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) calendar days after response opening date. Any expenses associated with sample returns will be the vendor's responsibility. If instructions are not received within this time, the commodities shall be disposed of by City of Longview.

1-14 Modification or Withdrawal of Responses Prior to Submittal Date and Late Responses

At any time before the time and date set for submittal of responses, a Respondent may request to withdraw or modify their Response. Such a request must be made in writing by a person with authority as identified on the RFQ Cover Page. All response modifications shall be made in writing, executed and submitted in the same form and manner as the original response. Any response or modification of response received at City of Longview's office designated in the solicitation after the exact time specified for response receipt will not be considered.

City of Longview reserves the right to extend the procurement period for any reason.

1-15 Errors and Administrative Corrections

City of Longview will not be responsible for any errors in responses. City of Longview reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities.

1-16 Compliance with RFQ Terms and Attachments

City of Longview intends to award a Contract based on the terms, conditions, and attachments contained in this RFQ. Respondents are strongly advised to not take any exceptions. Respondents shall submit responses, which respond to the requirements of the RFQ. An exception is not a response to a RFQ requirement. If an exception is taken, a "Notice of Exception" must be submitted with the response. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Respondents are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the response.

City of Longview may, at its sole discretion, determine that a response with a Notice of Exception merits evaluation. A response with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring may be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Respondent if City of Longview determines that a Contract in the best interest of City of Longview may be achieved.

1-17 Project Budget

A project budget has not been determined. The work will be performed on a negotiated price basis with a specific amount and payment structure being determined through contract negotiations with the successful firm and will be based upon major milestones and/or identified tasks and subtasks.

1-18 Response Requirements and Format

Sections 1 through 6 of the response shall not be more than 50 single-sided pages or 25 double-sided pages, letter size paper, a minimum of 11 pt. font size, and follow the sequence outlined below. Additional attachments/requested forms and divider sheets do not count against the 50 page requirement. Submittals must follow the order of the Vendor Checklist (Attachment A). To be accepted for evaluation, the response must address all of the required components in sequential order. Failure to provide the requested information or adhere to any stated limitations may result in disqualification of the submitted response. The purpose of the required format is to simplify the submittal preparation and evaluation process and to ensure that all responses receive the same orderly review. Project details are described under Section 2 – Scope of Work.

<u>Section</u>	<u>Topic</u>
1	Cover Letter
2	Firm Profile & Qualifications
3	Project Team
4	Proposed Approach & Work Plan
5	Proposed Timeline
6	Related Experience & References

1. Cover Letter: Provide a one or two page cover letter and should provide the following:

- A brief statement of the firm's understanding of the project
- The name, title, phone number, email address and street address of the person in the firm's organization who will respond to questions about the submittal
- Highlights of the firm's qualifications and ability to perform the scope of work

2. Firm Profile & Qualifications: This section should include a description of the firm's qualifications and abilities for performing the proposed work. Provide the following information: firm's name, email address, website address, mailing address, physical address and phone number. Identify whether or not your firm is a Disadvantaged Business Enterprise, Minority Business Enterprise, types of services performed, number of years in business, number of employees, the location of the offices that would provide the project services, and a brief statement of the firm's background demonstrating longevity. Include the signature of the person authorized to bind the firm. The description of the firm and qualifications is limited to six (6) pages.

Identify any conditions, such as bankruptcy, pending merger, pending litigation, planned office closures that may impede the Respondent's ability to complete the project. The firm must also demonstrate its financial capability, including financial resources. This can be satisfied by a letter from the company's financial institution stating its current financial worthiness and creditability or by a detailed explanation of the company's financial history and stability. The financial requirement applies to the prime firm only, not to the subcontractors or sub-consultants.

3. Project Team: Identify the designated project manager and the project team, as well as the title of their roles to the project. Provide an organization chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Resumes that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a two (2) page limitation for each resume. Only submit resumes for individuals who will be actively working on the project. When a firm has been selected, the City of Longview will expect those individuals to be assigned to the project.

4. Proposed Approach and Work Plan: The Respondent should present the proposed work plan necessary to complete the work itemized under the scope of services. The MPO welcomes suggestions or enhancements to the requirements outlined in the Scope of Work, but the suggestions, enhancements and other services must meet the minimum

requirements as outline in this RFQ. The proposed work plan should address each of the specific work tasks described in the scope of services, but Respondents may propose additional work beneficial to completing the work specified. The methodology to be used to accomplish each specific task should be described. All proposed meetings and reviews should be included under each task. Any data or assistance anticipated to be required from the MPO staff should be specified. All final products should be described. Any tables submitted in the response with numbers must have subtotals and grand totals. There is no page limitation for this section, but Respondents are encouraged to be concise.

5. Proposed Timeline: The response shall outline the respondent's best estimate of time to carry out the proposed planning process to completion. A proposed timeline for completing each task should be provided and shall reflect the maximum allowable review time available to maintain the schedule as proposed. The schedule shall also reflect expected dates, broken down by months, for deliverables and anticipated timing for review and approval by the Longview MPO. The timeline must not exceed 12 months from the project's kickoff.

6. Related Experience & References: A brief description of the firm's most recent contracts for similar work for cities or MPOs similar in size to the Longview MPO. For each project, include the date ranges the work was performed, the name of the client organization, client contact name, address, phone number and email address. If previous plans are located on the web, identify the web address or URL for each plan. Indicate if the firm was the sole Respondent or if the firm collaborated with another Respondent. Additionally, the names of the firm's personnel that participated in the projects listed should be provided. This project list is limited to five (5) pages.

1-19 Rejection of Responses

City of Longview reserves the right to accept or reject, in part or in whole, any or all responses for any or all products and/or services covered in this request and to waive informalities, defects or irregularities and to accept such response as it deems in the best interest of the City of Longview.

1-20 Disadvantaged Business Enterprise (DBE) Participation

Longview Metropolitan Planning Organization and the City of Longview have established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Longview Metropolitan Planning Organization and the City of Longview have received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Longview Metropolitan Planning Organization and the City of Longview have signed an assurance that they will comply with 49 CFR Part 26.

It is the policy of Longview Metropolitan Planning Organization and the City of Longview to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only contractors that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.
7. To require the prime contractor, if subcontracts are let, to take actions as required by 49 CFR Part 26.

Additionally, Firms will comply with the Longview Metropolitan Planning Organization's DBE policy requirements if

subcontractors are hired during the performance of the services.

- a) Placing qualified small and minority businesses, and Women Business Enterprises on the solicitation list;
- b) Assuring that small and minority businesses, and Women Business Enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and Women Business Enterprises;
- d) Establishing delivery schedules, where requirements permits, which encourages participation by small and minority businesses, and Women Business Enterprises, and
- e) Using service and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

1-21 Longview MPO Required Certifications and Regulations

Respondent will comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this project, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the respondent shall furnish satisfactory proof of compliance. The Respondent is required to sign a Lower Tier Participant Debarment Certification, Attachment C, certifying that the Respondent or any of its principals are not debarred or voluntarily excluded from participation in this service by any federal department or agency. Respondents are required to sign an agreement that it has adopted and does enforce an internal ethics and compliance program, Attachment D, which satisfies the requirements of Title 43 of the Texas Administrative Code. Respondents are also required to sign a Certification of Compliance with the Longview Metropolitan Planning Organization's Policy for Disadvantaged Business Enterprises, Attachment E.

SECTION 2 – SCOPE OF WORK

2-1 Introduction

The Longview Metropolitan Planning Organization (MPO) seeks responses from qualified Firms for the Longview MPO's Travel Demand Model review, Thoroughfare Plan update, and development of the Metropolitan Transportation Plan (MTP) 2045 project prioritization.

The Travel Demand Model (TDM) will be reviewed and analyzed to support the update to the Thoroughfare Plan and development of the Metropolitan Transportation Plan (MTP) 2045 project prioritization. The Thoroughfare Plan is a long-range plan that identifies the location and type of roadway facilities that are needed to meet the projected long-term growth in the region. The 2045 MTP, in coordination with the Thoroughfare Plan, serves as the Longview Area's strategy to respond to the transportation needs of the community for the next twenty-five years.

The goal of this scope of work is to ensure that all respondents are fully informed of all project requirements, deliverables and obligations.

2-2 Background

The Longview Metropolitan Planning Organization, acting through the City of Longview Development Services Department, is responsible for continuing, comprehensive and cooperative transportation planning in the Longview Metropolitan Area as required by the Fixing America's Surface Transportation (FAST) Act. The Longview MPO is governed by a Transportation Policy Board comprised of elected and non-elected officials from the cities of Longview, White Oak, and Gladewater; and from the counties of Gregg, Harrison and Upshur. The MPO Technical Committee is responsible for professional and technical review and for recommendations to the Policy Board. The Longview MPO is geographically located in two Texas Department of Transportation's districts; the Tyler and Atlanta districts.

The Longview Metropolitan Planning Organization (MPO) is located in Gregg, Harrison and Upshur counties and includes the cities of Longview, Lakeport, White Oak, Clarksville City, Warren City, Gladewater, Union Grove, Lakeport and East Mountain. The 2010 Longview Urbanized Area had a population of 98,884. In 2014, the Longview Metropolitan Area had a population of approximately 119,270.

The Travel Demand Model (TDM) was developed cooperatively by the Longview MPO and the Texas Department of Transportation (TxDOT). The model has a 2013 base year and a 2045 forecast year. Interim years of the model are 2018, 2023, 2028 & 2045. During the development of the model, the Longview MPO was responsible for the socioeconomic data gathering and network coding. The Texas Department of Transportation was responsible for trip generation, trip distribution, trip assignment and model validation. The Longview travel demand modeling area includes all of Gregg County and parts of Harrison, Rusk, and Upshur Counties. The MPO modeling area is much larger than the MPO planning area as shown at the end of this document in Figure 1.

The Metropolitan Transportation Plan (MTP) is updated every five years and is currently under development by Longview MPO staff. The 2045 MTP will be formally approved by the MPO Policy Board and has an adoption deadline of November 10, 2019. There is a public involvement deadline of September 10, 2019 to present the draft transportation plan to the public. Major streets and highway projects in the 2045 MTP will be based on the MPO's travel demand model which has a 2013 base year and a 2045 forecast year.

As part of the Longview MPO's 2045 MTP update, the Thoroughfare Plan is updated every five years and serves as a tool for jurisdictions within the MPO to preserve future corridors for transportation system development.

2-3 Scope of Work

This section describes the minimum services and deliverables required to complete the project.

Task 1 – Travel Demand Model

- a. Model Review – an overall review of the completed model to ensure model accuracy in the base year and network accuracy for base, interim and forecast years.
- b. Model Update – this task will be performed if the Model Review (Task 1-a) recommends updating the existing and future network based on actual roadway configurations and proposed conditions.
- c. Alternatives Analysis – the development of thoroughfare alternatives in the modeling area will be based on the results of the Model Update (Task 1-b) and on a Thoroughfare Plan work session (Task 2-b). Coordination with MPO staff, the MPO Technical Committee and city staff will be required to achieve the desired alternatives to analyze.
- d. Staff Training – Two days of in-person training in Longview instructing MPO staff how to run model alternatives and other related travel demand model tasks in TransCad.

Task 2 – Thoroughfare Plan Update

- a. The Longview MPO Thoroughfare Plan will be reviewed and updated for the cities within the metropolitan planning area to carefully plan and develop an adequate street and highway system to serve both the present and future mobility and access needs of the public. The Thoroughfare Plan will be a master guide for the development of transportation system and helps guide the MPO in the identification of projects for its next MTP. This plan will identify arterial, collector and existing local streets which operate to provide an efficient roadway system. The results of the travel demand model work in Tasks 1-a through 1-c will be the basis for the justification of projects. Projects from the current Metropolitan Transportation Plan (MTP) and Thoroughfare Plan will be considered for analysis.
- b. As the Thoroughfare Plan is updated, work sessions with the MPO and the staff from the MPO's member cities will be held to review current and future planned improvements in the region. Thoroughfare planning goals and objectives will be reviewed and updated. Public outreach and stakeholder meetings may also be held.
- c. During this process, model refinements will be incorporated into the Thoroughfare Plan. Identification and updates of the functional classification, right of way and number of lanes for thoroughfares will be performed as well. Based on the travel demand model review and results, work sessions and the alternatives analysis, this task will serve to create an updated Thoroughfare Plan map and associated comprehensive project list. A projected year will be assigned to each project as an identification of the infrastructure need to meet anticipated long-term growth.
- d. Existing local, regional and state planning documents relevant to transportation in the study area will be reviewed to provide for consistent content in the Thoroughfare Plan. Planning documents include but are not limited to: Longview Metropolitan Transportation Plan 2040, Longview Comprehensive Plan, Downtown and Interstate 20 Small Area Plans, Longview MPO Bicycle & Pedestrian Plan, and The City of Longview Unified Development Code.
- e. The final Thoroughfare Plan document will contain general alignments, needed rights of way, typical cross-sections for proposed new alignments and widening of existing roads. The Thoroughfare Plan will ensure efficiency and connectivity of the transportation network that will accommodate future mobility needs throughout the Longview Metropolitan Planning Area. The document will be complete with maps, diagrams, sketches, local digital pictures and other visualization techniques as well as an executive summary. The format of the Thoroughfare Plan will be similar to the current Thoroughfare Plan, which can be viewed on-line at:

longviewtexas.gov/2564/Thoroughfare-Plan

Task 3 – Metropolitan Transportation Plan (MTP) Project Prioritization

- a. A comprehensive project list will be developed as an output from the future model network and the Thoroughfare Plan. Candidate projects will be analyzed and reviewed for consideration.
- b. Prioritization criteria categories will be developed based on the existing structure of the prioritization and refined through a work session with the Longview MPO Technical Committee.
- c. A decision matrix and scoring criteria will be created and utilized as an advanced decision-making tool that uses specific scoring criteria developed through the work session in Task 3-b. This tool will be developed as a user-friendly spreadsheet or database for use by the MPO and the MPO's member cities in future project prioritization tasks. An additional decision matrix will be created within TxDOT's Decision Lens software program. Decision Lens is a tool used to improve prioritization and optimization of transportation project portfolios. Access to Decision Lens will be provided by the Longview MPO.
- d. A system evaluation report will be developed in compliance with the Fixing America's Surface Transportation (FAST) Act and will evaluate the condition and performance of the transportation system with respect to established performance targets. Currently, the Longview MPO has established targets for Safety. Additional targets may be established throughout the development of the MTP and will be included in the system evaluation report.
- e. A final analysis will be performed and a comprehensive project list will be incorporated into a document detailing the process and the list of projects ranked in order of priority, by improvement type.
- f. Based on the findings of Task 3-e, the MTP Major Street and Highways Financial Plan document will be created and will include total project cost estimates and year of expenditure calculations using an inflation rate of 4% per year. A demonstration of fiscal constraint will be documented in this financial plan. Financial constraint will be based on an analysis of past and expected funding. TRENDS software will be one of the tools used to demonstrate financial constraint for the MTP Financial Plan. TRENDS, the Transportation Revenue Estimator and Needs Determination System is a revenue forecasting and modeling software. TRENDS was developed by the Texas Transportation Institute and access to the software will be provided by the Longview MPO. The format of the MTP Financial Plan will be similar to current MTP Financial Plan found on pages 137 through 140, which can be viewed on-line at:

longviewtexas.gov/2557/Planning-Documents

Task 4 – Metropolitan Transportation Plan (MTP) supplemental work

- a. Fixing America's Surface Transportation (FAST) Act requirements for MTPs include new elements such as assessment of capital investment and other strategies to preserve the existing a future transportation system, a description of performance measures and performances targets, a system evaluation report evaluating the condition and performance of the transportation system with respect to the performance targets (Task 3-d), and a consideration of intercity buses. The Longview MPO may require assistance with these elements. The supplemental work will consist of creating strategies and methods to incorporate these new elements into the MTP.

SECTION 3 – RESPONSE EVALUATION AND CONTRACT AWARD

3-1 General Information

The Longview MPO intends to select a firm that demonstrates, in the City of Longview's opinion, the highest degree of technical merit, expertise and qualifications. Respondents will be required to submit supporting documentation on the technical aspects. The Evaluation Committee may elect to interview Respondents in order to clarify their responses and/or for the Respondents to make oral presentations. If interviews or presentations are held, the Evaluation Committee may re-evaluate the responses of those firms interviewed.

3-2 Eligibility for Award

In order to be eligible for award, responses must be responsive and responsible.

- A. Responsive responses are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission, and as to the substance of the resulting Contract. Respondents that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Respondents are those prospective Contractors who, at a minimum, must:
 - 1. Have adequate financial resources, as required, during performance of the Contract. The company/firm must demonstrate its financial capability, including financial resources. This can be satisfied by a letter from the company's financial institution stating its current financial worthiness and creditability.
 - 2. Have necessary technical capability to perform.
 - 3. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 4. Have a satisfactory record of past performance.
 - 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors (Attachment D).
 - 6. Demonstrate that they are qualified providers of the services being offered.
 - 7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3-3 Evaluation of Submissions

The Evaluation Committee will evaluate the responses in accordance with the criteria set forth below. The total evaluation points, as separately determined by each evaluation committee member, will be added together, and each Respondent will be ranked in numerical sequence, from the highest to the lowest score.

After receipt of all responses, the evaluation committee shall evaluate each response using the criteria described in this section, and may require written clarification to questions raised in the Response. The evaluation committee may also ask the top respondents from this process to give them a presentation, which will be evaluated using the same criteria as the criteria used for the responses. Attendance at an interview is at the vendor's expense.

The City of Longview will not be liable for any expense incurred in the preparation of the responses. The City of Longview shall be under no obligation to return any response to this Request for Qualifications or other material submitted as a result of this RFQ.

Respondents assume all costs associated with any potential travel and time for interviews, presentations or negotiations.

3-4 Scoring and Evaluation Criteria

Responses will be evaluated by an evaluation committee and will be based on the Scope of Work, provided in Section 2, and any addenda thereto, as well as the minimum requirements of the components, warranty service, support and other deliverables of this procurement.

The award of this Contract shall be made to the Respondent whose response, in the opinion of the City of Longview, best meets the established criteria listed herein.

The following criterion have been established by which all responses will be evaluated.

- Staff Qualifications & Experience with Similar Projects The response will be evaluated on the basis of the firm's demonstration of staff qualifications and previous project experience that is similar in nature and complexity for MPOs that are similar in size and type to the Longview MPO.
- Demonstrated Knowledge of the Work Requirements The response will be evaluated on the basis of the knowledge and work required to accomplish the project. The Respondent must demonstrate a thorough understanding of the services to be provided and the activities required to ensure a high quality Travel Demand Model review, Thoroughfare Plan update, and Metropolitan Transportation Plan development.
- Proposed Work Plan, Approach and Project Schedule The Respondent will describe in detail how it will meet all of the services and deliverables listed in Section 2, Scope of Work. The project work plan and timeline will be evaluated in the choice of a firm, although it is understood that the actual beginning and completion dates are subject to the "notice to proceed".
- Compliance with Instructions The responses will be evaluated for the level of compliance with the instructions described in this RFQ.

3-5 Presentations

Any or all respondents may be invited to make a presentation. If so, the Longview MPO will notify the respondents of the date and time of the presentation. All costs incurred by the respondent in the presentations will be the responsibility of the respondent. After any such presentations, submittals may be evaluated again.

3-6 Selection & Negotiations

The City of Longview intends to select a firm that demonstrates, in the City of Longview's opinion, the highest degree of technical merit, expertise and qualifications. With that firm, the Longview MPO will negotiate the technical aspects of the scope of work, deliverables, schedules and fees. If a negotiated agreement cannot be reached, the City of Longview may open negotiations with the firm that demonstrates the next highest degree of technical merit.

3-7 Contract Award

The City of Longview is the fiscal agent for the Longview Metropolitan Planning Organization. Contract award, if any, will be made by the City of Longview's City Council, after the Evaluation Committee's rankings and recommendations to the Respondent whose response meets the requirements of the RFQ, and will be most advantageous to the City of Longview with respect to the criteria as evaluated. The City of Longview shall have no obligations until a Contract is executed by both the awarded Respondent and the City of Longview.

Contract award will occur when City of Longview signs the Contract. No other act of the City of Longview shall constitute Contract award. The Contract will establish the Contract value and shall incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

3-8 Execution of Contract and Notice to Proceed

The Respondent to whom the City of Longview intends to award the Contract shall sign the Contract and return it to the City of Longview. Upon authorization by the City of Longview's designee, a Contract will be accepted and executed. Upon receipt by the City of Longview of any required documentation and submittal by the Contractor, a Notice to Proceed will be issued, if appropriate.

If any proprietary, privilege, or confidential information or data is included the Contractor's response, each page that contains this information or data should be marked as such (e.g., "Proprietary", "Confidential", "Business Secret" or "Competition Sensitive").

All data, documentation, and innovations developed as a result of these contractual services shall become the property of the City of Longview.

ATTACHMENT A VENDOR CHECKLIST

This form must be completed and returned with the Response. This is a verification that all necessary documents are included.

Attachments B through E should be signed by the **prime** consulting firm only.

- ☐ Cover Letter
- ☐ RFQ Cover Page
- ☐ Attachment A: Vendor Checklist
- ☐ Notice of Exception (if applicable) (refer to Section 1-16)
- ☐ Company's Response (refer to Section 1- 18)
- ☐ Attachment B: Conflict of Interest Questionnaire, Form CIQ
- ☐ Attachment C: Federal Debarment Certification
- ☐ Attachment D: Certification of Internal Ethics and Compliance Program
- ☐ Attachment E: Certification of Compliance with the Longview MPO's DBE policy

ATTACHMENT B
NOTICE TO ALL CITY VENDORS AND POTENTIAL CITY VENDORS

Texas Senate passed House Bill 23, 84th Leg., Regular Session (2015)e In accordance with Chapter 176 of the Local Government Code, The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 23. Failure to abide by these new statutory requirements can result in possible criminal penalties.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT C
FEDERAL DEBARMENT CERTIFICATION

(1). _____, certifies that it and its principals:
(Company name)

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b) Have not, within a three (3) year period preceding this response, been convicted of, or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not, within a three (3) year period, preceding this application/proposal/response had one or more federal, state or local transactions terminated for cause or default.

(2). Where the Company is unable to certify to any of the statements in this certification, attach an explanation to this certification.

Company's name

Signature of Principal & Title

Printed name

Date

ATTACHMENT D

CERTIFICATION OF INTERNAL ETHICS AND COMPLIANCE PROGRAM

The undersigned hereby certifies that it has adopted and does enforce an internal ethics and compliance program that is designed to detect and prevent violations of the law, including regulations and ethical standards applicable to this entity or its officers or employees and that the internal ethics and compliance program satisfies the requirements of Title 43, Texas Administrative Code.

Company's name

Signature of Principal

Printed name

Title

Date

ATTACHMENT E

CERTIFICATION OF COMPLIANCE WITH THE LONGVIEW MPO'S POLICY FOR DISADVANTAGED BUSINESS ENTERPRISES

The undersigned hereby certifies that it will comply with the following requirements if subcontractors are hired during the performance of the services, in the event a Respondent is selected:

- f) Placing qualified small and minority businesses, and Women Business Enterprises on the solicitation list;
- g) Assuring that small and minority businesses, and Women Business Enterprises are solicited whenever they are potential sources;
- h) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and Women Business Enterprises;
- i) Establishing delivery schedules, where requirements permits, which encourages participation by small and minority businesses, and Women Business Enterprises, and
- j) Using service and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Company's name

Signature of Principal

Printed name

Title

Date

CITY OF LONGVIEW SAMPLE CONTRACT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GREGG §

THIS CONTRACT is made and executed in duplicate as of the _____ day of _____, 2018 by and between the **CITY OF LONGVIEW, TEXAS**, acting by and through its duly authorized representatives, P. O. Box 1952, Longview, Gregg County, Texas, 75604 (OWNER) and., Insert Consultant Company name and address, City, State, Zip (CONSULTANT). OWNER intends to acquire all professional services required for the completion of the Long-Range Transportation Services Project (hereinafter called the Project).

A G R E E M E N T

Article 1. Responsibilities of the Parties

CONSULTANT shall undertake and complete the tasks as stated in this Contract, including the attached Exhibit "A," (together referred to hereinafter as the "Contract") and in accordance with all terms and conditions stated therein. Data collection and reporting shall be accomplished in accordance with standard industry practice.

OWNER shall designate in writing a person(s) to act as OWNER's representative with respect to the services to be rendered under this Contract. Such person(s) shall have complete authority to transmit instructions, receive information, and interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

Article 2. Period of Service

The services to be provided under this Contract shall commence upon written authorization to proceed to CONSULTANT which will be issued by OWNER within seven (7) days after the date of final execution of this Contract by all parties as said date is so written above.

The services called for by this Contract will be completed and all reports, documentation and other tangible materials submitted within the stipulated periods indicated in the attached Exhibit "A". CONSULTANT's services under this Contract shall be considered complete when the submissions of those services have been accepted by OWNER.

If OWNER requests significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of CONSULTANT's services may be adjusted equitably to reflect the additional time and expenses, if any, incurred by CONSULTANT to respond to the OWNER's request.

Article 3. Compensation

For all services to be rendered by CONSULTANT under this Contract, OWNER shall pay to CONSULTANT an amount based on the unit prices listed in the attached Exhibit "A," not to exceed _____.

CONSULTANT shall submit monthly statements for the services rendered. The statements will be based upon the proportion of the total services actually completed at the time of the billing. All monthly statements shall be in a form as specified by and acceptable to OWNER. OWNER shall make payment upon said statements within thirty (30) days following approval thereof.

The CONSULTANT shall submit a final voucher for the contracted work, including a summary of all previous invoices, within thirty (30) days of the close of this Contract. Final settlement shall be made by the OWNER to the CONSULTANT within thirty (30) days following the completion and acceptance of the CONSULTANT's work.

Article 4. Contract Amendments

Changes in the terms and conditions of this Contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of this Contract and constitutes additional work, the CONSULTANT shall promptly notify the OWNER in writing. In the event that the OWNER finds that such work constitutes additional work, the OWNER shall do one of the following: (a) advise the CONSULTANT of the OWNER's decision and provide compensation for doing the additional work on the same basis as the original work; or (b) advise the CONSULTANT not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment must be approved within the Contract Period specified in Article 2.

Article 6. Corrections to Work

If the OWNER finds it necessary to require the CONSULTANT to revise completed work to correct errors appearing therein, the CONSULTANT will make such corrections, and no compensation will be paid for the corrections.

ARTICLE 7. INDEMNIFICATION

THE CONSULTANT SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS THE OWNER AND THE OWNER'S AGENTS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR ASSIGNS FROM ALL CLAIMS AND LIABILITY DUE TO THE ACTS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR ASSIGNS IN THE PERFORMANCE OF THIS CONTRACT. THE CONSULTANT ALSO AGREES TO PROTECT, INDEMNIFY AND SAVE HARMLESS THE OWNER AND THE OWNER'S AGENTS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR ASSIGNS FROM ANY AND ALL EXPENSES, INCLUDING ATTORNEY FEES, ALL COURT COSTS AND AWARDS FOR DAMAGES, INCURRED BY THE OWNER OR THE OWNER'S AGENTS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR ASSIGNS IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES AS A RESULT OF ANY ACTIVITIES OF THE CONSULTANT, ITS AGENTS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR ASSIGNS IN THE PERFORMANCE OF THIS CONTRACT.

FURTHER, THE CONSULTANT AGREES TO PROTECT, INDEMNIFY, AND SAVE HARMLESS THE OWNER AND THE OWNER'S AGENTS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER BROUGHT BY ANY EMPLOYEE, OR BY THE HEIRS OR LEGAL REPRESENTATIVES OF ANY EMPLOYEE, OF THE CONSULTANT AGAINST THE OWNER DUE TO PERSONAL INJURIES, ILLNESS, AND/OR DEATH TO SUCH EMPLOYEE RESULTING FROM ANY ALLEGED NEGLIGENT ACT, BY EITHER COMMISSION OR OMISSION ON THE PART OF THE CONSULTANT OR OF ANYONE OTHER THAN THE OWNER. ANY PROVISION OF THIS CONTRACT TO THE CONTRARY NOTWITHSTANDING, NOTHING IN THIS CONTRACT SHALL REQUIRE CONSULTANT TO INDEMNIFY OR HOLD HARMLESS THE OWNER AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF THE OWNER OR THE OWNER'S AGENT OR EMPLOYEE.

Article 8. Noncollusion

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If the CONSULTANT breaches or violates this warranty, the OWNER shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

Article 9. Reporting

The CONSULTANT shall promptly advise the OWNER in writing of events which have a significant impact upon the Contract, including problems in performance, delays, or adverse conditions which will materially affect the ability to attain Project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of Project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated by CONSULTANT, as well as any assistance the CONSULTANT needs to resolve the situation.

Article 10. Termination

The OWNER may terminate this Contract, with or without cause, in part or in whole, at any time before the date of completion of the work covered by this Contract. The OWNER shall give written notice to the CONSULTANT at least seven (7) days prior to the effective date of termination specifying the effective date of termination.

If both parties to this Contract agree that the continuation of the Contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this Contract, whether with or without cause, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by

the CONSULTANT shall, at the option of the OWNER, be delivered to the OWNER with no restriction on future use.

If this Contract is terminated by the OWNER without cause, the OWNER shall compensate the CONSULTANT for services performed to termination date, including those expenses incurred during the Contract Period which are directly attributable to the completed portion of the work covered by this Contract, provided that the work has been completed in a manner satisfactory and acceptable to the OWNER. The CONSULTANT shall not incur new obligations for the terminated portion after receiving notice of termination.

If this Contract is terminated by the OWNER for cause, the OWNER reserves any and all remedies available at law, in equity, or under this Contract, including without limitation the OWNER's right to withhold further payment and/or recover any payments already made to CONSULTANT.

Except with respect to default of subcontractors, the CONSULTANT shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the CONSULTANT to progress in the performance of the work) if such failure arises out of causes beyond the control and without default or negligence of the CONSULTANT. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

FIREARMS PROHIBITED. CONSULTANT agrees that CONSULTANT, CONSULTANT's officers, employees, agents, and representatives, shall not carry any firearms, including without limitation concealed handguns, while in the performance of this Contract and on City premises (including City rights-of-way, utility easements, or drainage easements) or when meeting with City officers or employees regarding this Contract. CONSULTANT agrees that failure by CONSULTANT to comply with this requirement shall constitute a substantial breach of this Contract, entitling City to all remedies under the law or this Contract for such breach, including without limitation the City's right to terminate this Contract for substantial nonperformance.

Article 11. Ownership/Reuse of Documents

CONSULTANT acknowledges that OWNER is a governmental entity and that all documents, plans, drawings, photographs, and data prepared or furnished by CONSULTANT (and CONSULTANT's professional associates and consultants) under this Contract are instruments of service in respect of the Project and property of the OWNER. All documents, plans, drawings, photographs, and data prepared or furnished by CONSULTANT may be subject to the Texas Public Information Act and/or any other such state, federal, or local laws as may govern information held by the OWNER.

Article 12. Insurance

CONSULTANT shall procure and maintain workers' compensation insurance coverage with statutory liability limits. By signing this Contract or providing or causing to be provided a certificate of coverage, the CONSULTANT is representing to the OWNER that all employees of the CONSULTANT who will provide services on the Project will be covered by workers' compensation insurance coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Workers' Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading

information may subject the CONSULTANT to administrative penalties, criminal penalties, civil penalties, or other civil actions. Additionally, the workers' compensation insurance required by this Contract shall include employer's liability coverage with liability limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per employee for occupational disease, Five Hundred Thousand Dollars (\$500,000) limit for disease and Two Hundred Fifty Thousand Dollars (\$250,000) for each accident.

CONSULTANT shall maintain, at no expense to OWNER, a professional liability (errors and omissions) insurance policy placed with a company rated at least A by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than one million dollars (\$1 million) for each occurrence, one million dollars (\$1 million) in the aggregate.

CONSULTANT and all his subcontractors shall procure and maintain, at no expense to OWNER, general liability insurance coverage with liability limits not less than Two Hundred Fifty Thousand Dollars (\$250,000) for injury or death of one person and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence; and property damage limits of not less than One Hundred Thousand Dollars (\$100,000) in any one occurrence. All general liability insurance shall include OWNER, OWNER's agents and employees as additional insured and be with a company or companies satisfactory to OWNER. The CONSULTANT's liability coverage shall include contractual liability coverage sufficient to cover the CONSULTANT's indemnification obligations under Article 7 of this Contract.

CONSULTANT and all his subcontractors shall procure and maintain, at no expense to OWNER, automobile liability insurance coverage on all self-propelled vehicles designed for travel on public roads used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall not be less than Two Hundred Fifty Thousand Dollars (\$250,000) for injury or death of one person and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence; and property damage limits of not less than One Hundred Thousand Dollars (\$100,000) in any one occurrence. All automobile liability insurance shall include OWNER, OWNER's agents and employees as additional insured and be with a company or companies satisfactory to OWNER.

Before commencement of any work, the CONSULTANT shall submit written evidence that he and all his subcontractors (if the CONSULTANT employs subcontractors in the performance of this Contract) have obtained the minimum insurance required by this Contract. Such written evidence shall be in the form of a Certificate of Insurance executed by the CONSULTANT's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation, nonrenewal, reduction in coverage, or material modification of any policies without thirty (30) days' notice in writing to be delivered by registered mail to the OWNER and shall include in its provisions a waiver of any rights of subrogation against the OWNER.

The CONSULTANT shall not commence work under this Contract until he has obtained at his expense all insurance required by this Contract and such insurance has been approved by the OWNER, nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work under this Contract, whether or not the work is occupied or utilized by the OWNER, until all work under this Contract is completed and has been accepted by the OWNER. The CONSULTANT and the CONSULTANT's subcontractors shall automatically renew any policy which expires during the performance of this Contract and notify the OWNER of such a renewal prior to expiration date.

Nothing contained in the insurance requirements of this Contract shall be construed as limiting the extent of the CONSULTANT's responsibility for payment of damages resulting from CONSULTANT's operations.

Article 13. Controlling Law

Without regard to any rules on conflicts of law, this Contract shall be subject to and interpreted in conformance with the laws of the State of Texas and the ordinances of the City of Longview, Texas, unless expressly provided otherwise by federal law or regulations. Venue for any action arising hereunder shall lie exclusively in Gregg County, Texas, for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court.

Article 14. Compliance with Laws

The CONSULTANT shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the CONSULTANT shall furnish the OWNER with satisfactory proof of its compliance therewith.

Article 15. Successors and Assigns

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by this Article, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, Contracts and obligations of this Contract.

Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by CONSULTANT.

Article 16. No Third-party Beneficiaries

Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

Article 17. Special Provisions

Any other provisions of this Contract or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Contract and the respective duties and responsibilities of OWNER and CONSULTANT affected thereby:

As to the contractual relationship between CONSULTANT and OWNER, CONSULTANT is and shall be considered in all things an independent contractor, and the CONSULTANT shall control the means and manner of performance under this Contract.

This Contract shall not be subject to binding arbitration.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT.

Article 18. Exhibits

The following exhibit is attached to and made a part of this Contract:

Exhibit "A," CONSULTANT's proposal of services. However, where the terms and provisions of the above referenced exhibit shall conflict with the terms and provisions of this standard contract, this standard contract shall control.

Article 19. Entire Contract

This Contract, together with the exhibit(s) identified in Article 18, constitute the entire Contract between OWNER and CONSULTANT and supersede all prior or oral understandings.

Article 20. Severability

If any provision of this Contract is declared or found to be illegal, unenforceable or void, then both parties hereto shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective.

Article 21. Waiver

Any term or condition of this Contract or the breach of any such term or condition may be waived only by the express, written consent of both parties hereto. Unless specified otherwise in writing, the waiver of any breach of a term or condition of this Contract does not waive any other breach of that term or condition or any breach of any other term or condition of this Contract.

Article 22. Effect of Authorship on Construction of Contract

The parties agree that this Contract shall not be construed in favor of or against any party on the basis that the party did or did not author this Contract.

Article 23. Titles

The parties agree that the titles of each article of this Contract are for the convenience of the parties only and shall have no effect on the interpretation of this Contract.

Article 24. Addresses for Giving Notice

Unless expressly stated otherwise in this Contract, all notice required in this Contract shall be in writing and shall be delivered to the other party hereto at the address specified in this Article. Either party hereto may specify a different address for receiving notice by providing written notice to the other party at the address specified for said other party in accordance with this Contract. Unless expressly stated otherwise in this Contract, all notice shall be deemed received either a) immediately upon personal delivery to the receiving party or b) one day after said notice is placed in the United States Mail with correct postage.

CITY:

CONSULTANT:

Macie Wyers
Senior Transportation Planner
City of Longview
P. O. Box 1952
Longview, TX 75606

Consultant's Representative
Title
Company Name
Address
City, State, Zip

Article 25. Counterparts; Signatures

This Contract and any related documents and any amendments hereto or thereto may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties hereto agree to accept facsimile signatures to evidence the execution of this Contract and/or the related agreements, provided that original signatures be sent immediately by the executing party to the other parties by overnight courier or hand delivery.

Article 26. Survival

Upon the expiration or termination of this Contract for any reason, the obligations of the parties hereunder shall thereupon cease, but the provisions of this Contract which confer rights upon either party and which limit or delineate the responsibility of either party shall remain in effect as to the parties' conduct prior to expiration or termination of this Contract.

Article 27. Gender and Number

Whenever the context requires, reference herein made to the single number shall be understood to include the plural and likewise the plural shall be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine, and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be construed as cumulative.

Article 28. Signatory Warranty

By signing this Contract, each person executing this Contract on behalf of a party hereto personally warrants and represents that (i) he or she has full authority to execute this Contract on behalf of the party that he or she represents and bind said party in accordance with the terms and provisions hereof and (ii) said party has taken all necessary action to enter into and make the agreements set forth herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

OWNER:
CITY OF LONGVIEW, TEXAS

CONSULTANT:
(Insert consultant's name in caps)

By: _____
Michael Shirley
Director of Development Services

By: _____

Printed Name: _____

By: _____
Keith Bonds
City Manager

Title: _____

ATTEST:

Angie Shepard
City Secretary

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____

Title: _____

Jim Finley
City Attorney

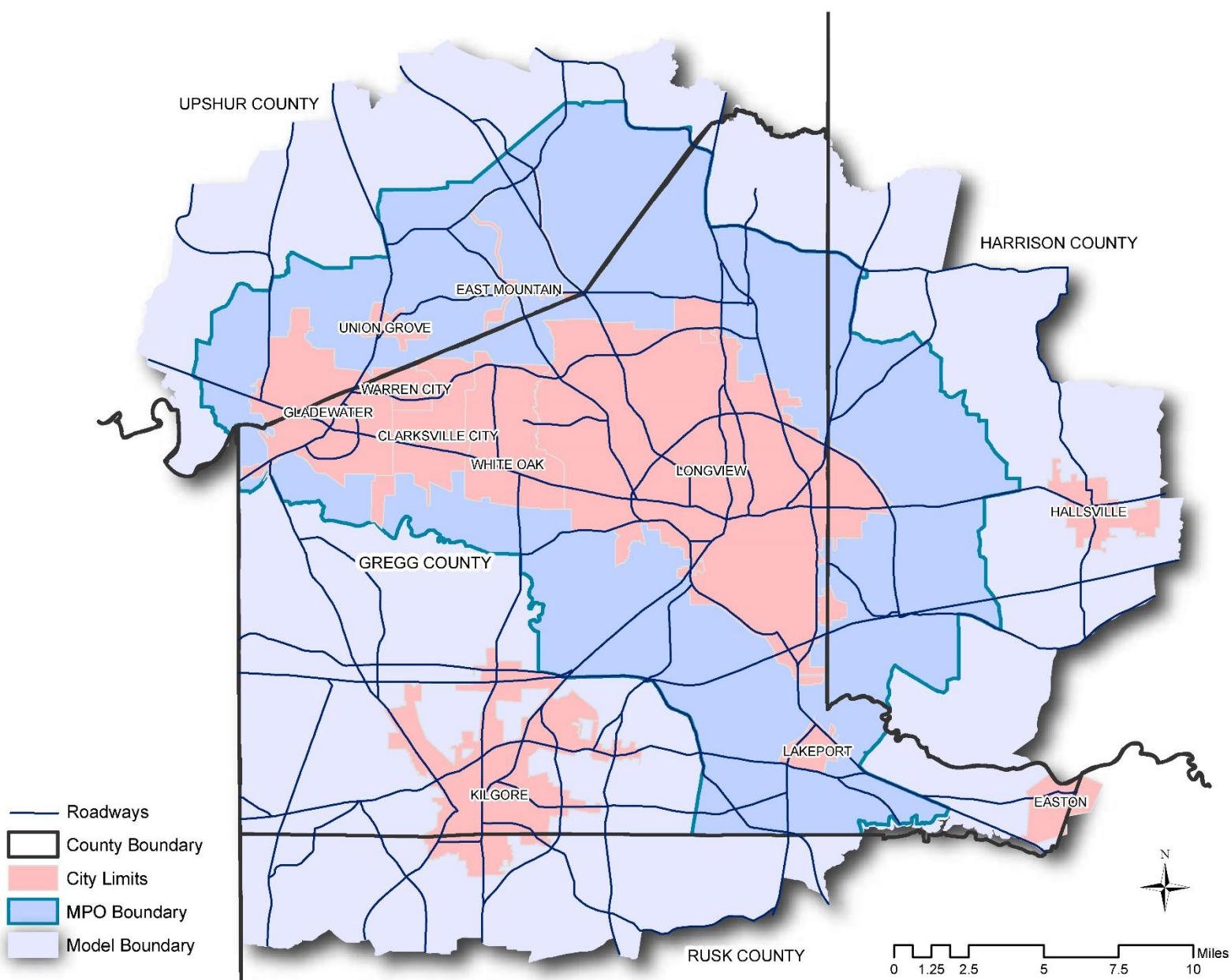


Figure 1: Longview MPO Planning Area and Modeling Area